

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ANTHONY MARANO COMPANY

Plaintiff

v.

MS-GRAND BRIDGEVIEW, INC.,
an Illinois corporation, d/b/a
MELROSE FRESH MARKET,
PETER LIMPERIS, and MAKIS LIMPERIS

Defendants

Case No. 08CV4244
Judge Zagel
Magistrate Judge Brown

JACK TUCHTEN WHOLESALE PRODUCE, INC.

Intervening Plaintiff

v.

MS-GRAND BRIDGEVIEW, INC.,
an Illinois corporation, d/b/a
MELROSE FRESH MARKET,
PETER LIMPERIS, and MAKIS LIMPERIS

Defendants.

MOTION FOR LEAVE TO INTERVENE AS PLAINTIFF

COMES NOW Jack Tuchten Wholesale Produce, Inc. (hereafter referred to as "movant"), by and through undersigned counsel, and files this Motion For Leave to Intervene as Plaintiff in the above captioned action, pursuant to Rule 24 of the Federal Rules of Civil Procedure, and in support thereof states as follows:

1. Movant is a supplier of wholesale quantities of fresh fruits and vegetables to the defendants under the Perishable Agricultural Commodities Act ("PACA"), 7 U.S.C. 499(e)(c), in the sum of \$28,414.50.

2. Movant requests leave to intervene in this action by filing a complaint against the defendants, MS-Grand Bridgeview, Inc., d/b/a Melrose Fresh Market, Peter Limperis and Makis Limperis.

3. Movant is entitled to intervene in this action as a matter of right pursuant to Rule 24(a), for the following reasons: (a) it is a beneficiary of the statutory trust which is the subject of this action; and (b) it is so situated that the disposition of the action without its presence as an intervening plaintiff may, as a practical matter, impair or impede its ability to protect its interest.

4. In addition, movant may be permitted to intervene in this action pursuant to Rule 24(b) because it has claims against the defendants which involve the same questions of law and fact as those involved in the action brought by the original plaintiff.

5. Intervention by movant as intervening plaintiff will not unduly delay or prejudice the adjudication of the rights of the original party.

6. Plaintiff in the underlying action does not object to the intervention of movant.

7. The claims of movant are set out in the Complaint in Intervention attached hereto as Exhibit A.

WHEREFORE movant requests that it be granted leave to intervene in the above captioned action against the defendants, and for such other and further relief as the nature of its cause may require.

Dated: August 13, 2008.

McCARRON & DIESS

LAW OFFICES OF WILLIAM B. KOHN

By: s/ Mary Jean Fassett

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4900 Massachusetts Ave., N.W.
Suite 310
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By: s/ William B. Kohn

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Suite 1400
Chicago, Illinois 60606
(312) 553-1200
(312) 553-1733-fax
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Attorneys for Intervening Plaintiff

CERTIFICATE OF SERVICE

The undersigned counsel hereby certifies that a copy of the Motion for Leave to Intervene, Memorandum in Support, proposed Complaint in Intervention, and proposed Order, were served on all counsel of record via the Court's CM/ECF system and by sending a copy of the forgoing via U.S. Mail, postage prepaid, on this 13th day of August, 2008, to the following:

MS-Grand Bridgeview, Inc.
d/b/a Melrose Fresh Market
Serve: Alfred S. Lee, Registered Agent
380 S. Schmale Road, Ste. 102
Carol Stream, IL 60188

Peter Limperis
10280 S. Harlem Avenue
Bridgeview, Illinois 60455

Makis Limperis
10280 S. Harlem Avenue
Bridgeview, Illinois 60455

s/ Mary Jean Fassett

Mary Jean Fassett

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ANTHONY MARANO COMPANY

Plaintiff

v.

MS-GRAND BRIDGEVIEW, INC.,
an Illinois corporation, d/b/a
MELROSE FRESH MARKET,
PETER LIMPERIS, and MAKIS LIMPERIS

Defendants

Case No. 08CV4244
Judge Zagel
Magistrate Judge Brown

JACK TUCHTEN WHOLESALE PRODUCE, INC.
2404 S. WOLCOTT, Suite 31
Chicago, Illinois 60608
(312) 226-4536

Intervening Plaintiff

v.

MS-GRAND BRIDGEVIEW, INC.,
an Illinois corporation, d/b/a
MELROSE FRESH MARKET,
10280 S. Harlem Avenue
Bridgeview, Illinois 60455
(708) 398-6330

and

PETER LIMPERIS
10280 S. Harlem Avenue
Bridgeview, Illinois 60455
(708) 398-6330

and

MAKIS LIMPERIS
10280 S. Harlem Avenue
Bridgeview, Illinois 60455
(708) 398-6330

Defendants

EXHIBIT A

**COMPLAINT IN INTERVENTION
(To Enforce Payment From Produce Trust)**

Jack Tuchten Wholesale Produce, Inc. (“intervening plaintiff”), for its complaint in intervention against defendants, alleges:

JURISDICTION AND VENUE

1. Jurisdiction is based on Section 5(c)(5) of the Perishable Agricultural Commodities Act (hereafter “the PACA”), 7 U.S.C. §499e(c)(5), 28 U.S.C. §1331 and 28 U.S.C. §1332.

2. Venue in this District is based on 28 U.S.C. §1391 in that (a) intervening plaintiff’s claims arose in this District and (b) defendants’ principal place of business is in this District.

PARTIES

3. Intervening plaintiff, Jack Tuchten Wholesale Produce, Inc., an Illinois corporation with its principal place of business in Chicago, Illinois, is engaged in the business of buying and selling wholesale quantities of produce in interstate commerce and was at all times pertinent herein, a dealer subject to and licensed under the provisions of the PACA as a dealer.

4. a. Defendant, MS-Grand Bridgeview, Inc., d/b/a Melrose Fresh Market (“MS-Grand”), an Illinois corporation with its principal place of business in Bridgeview, Illinois, is engaged in the business of buying and selling wholesale quantities of produce in interstate commerce and was at all times pertinent herein, a dealer subject to the provisions of the PACA.

b. Defendant, Peter Limperis and Makis Limperis, were the officers and directors of MS-Grand who controlled the day to day operations of MS-Grand and were in positions of control over the PACA trust assets belonging to intervening plaintiff.

GENERAL ALLEGATIONS

5. This action is brought to enforce the trust provisions of P.L. 98-273, the 1984 amendment to Section 5(c) of the PACA, 7 U.S.C. §499e(c).

6. Between June 1, 2008 and June 28, 2008 intervening plaintiff sold to MS-Grand, in interstate commerce, wholesale amounts of produce worth \$28,414.50.

7. Defendants accepted the produce from intervening plaintiff.

8. At the time of receipt of the produce, intervening plaintiff became a beneficiary in a statutory trust designed to assure payment to produce suppliers. The trust consists of all produce or produce-related assets, including all funds commingled with funds from other sources and all assets procured by such funds, in the possession or control of defendants since the creation of the trust.

9. Intervening plaintiff preserved its interests in the PACA trust in the amount of \$28,414.50 by sending invoices to defendants which contained the language required by 7 U.S.C. §499e(c)(4) and remains a beneficiary until full payment is made for the produce. See Statement of Account and copies of Invoices, attached hereto as Exhibit 1.

10. Defendants have not disputed the debt in any way but have failed to make payment to intervening plaintiff in accordance with the trust provisions of PACA.

11. Defendants' failure and refusal to pay intervening plaintiff demonstrates that defendants are failing to maintain sufficient assets in the statutory trust to pay intervening plaintiff and are dissipating trust assets.

Count 1
(Failure to Pay Trust Funds)

12. Intervening plaintiff incorporates each and every allegation set forth in paragraphs 1 to 11 above as if fully set forth herein.

13. The failure of defendants to make payment to intervening plaintiff of trust funds in amount of \$28,414.50 from the statutory trust is a violation of PACA and PACA regulations, and is unlawful.

WHEREFORE, intervening plaintiff requests an order enforcing payment from the trust by requiring immediate payment of \$28,414.50 to intervening plaintiff, and for such other and further relief as the Court deems appropriate.

Count 2
(Failure to Pay For Goods Sold)

14. Intervening plaintiff incorporates each and every allegation set forth in paragraphs 1 to 13 above as if fully set forth herein.

15. Defendants failed and refused to pay intervening plaintiff the amount of \$28,414.50 owed to intervening plaintiff for produce and other items received by defendants from intervening plaintiff.

WHEREFORE, intervening plaintiff requests judgment in the amount of \$28,414.50 against the defendants, jointly and severally, and for such other and further relief as the Court deems appropriate.

Count 3
(Unlawful Dissipation of Trust Assets by
a Company Official – Peter Limperis)

16. Intervening plaintiff incorporates each and every allegation set forth in paragraphs 1 to 15 above as if fully set forth herein.

EXHIBIT A

17. Defendant, Peter Limperis, was an officer and director of MS-Grand during the period of time in question and who was in a position of control over the PACA trust assets belonging to intervening plaintiff.

18. Defendant, Peter Limperis, failed to direct the company to fulfill its statutory duties to preserve PACA trust assets and pay intervening plaintiff for the produce supplied.

19. Defendant, Peter Limperis's failure to direct the company to maintain PACA trust assets and pay intervening plaintiff for the produce it supplied was an unlawful dissipation of trust assets by a company official.

20. As a result of said unlawful dissipation of trust assets, intervening plaintiff has been deprived of its rights as a beneficiary in the produce trust and has been denied payment for the produce it supplied.

WHEREFORE, intervening plaintiff requests judgment against defendant, Peter Limperis, in the amount of \$28,414.50, and for such other and further relief as the Court deems appropriate.

Count 4
(Unlawful Dissipation of Trust Assets by
a Company Official –Makis Limperis)

21. Intervening plaintiff incorporates each and every allegation set forth in paragraphs 1 to 20 above as if fully set forth herein.

22. Defendant, Makis Limperis, was an officer and director of MS-Grand during the period of time in question and who was in a position of control over the PACA trust assets belonging to intervening plaintiff.

23. Defendant, Makis Limperis, failed to direct the company to fulfill its statutory duties to preserve PACA trust assets and pay intervening plaintiff for the produce supplied.

24. Defendant, Makis Limperis's failure to direct the company to maintain PACA trust assets and pay intervening plaintiff for the produce it supplied was an unlawful dissipation of trust assets by a company official.

25. As a result of said unlawful dissipation of trust assets, intervening plaintiff has been deprived of its rights as a beneficiary in the produce trust and has been denied payment for the produce it supplied.

WHEREFORE, intervening plaintiff requests judgment against defendant, Makis Limperis, in the amount of \$28,414.50, and for such other and further relief as the Court deems appropriate.

Count 5
(Interest and Attorneys Fees)

26. Intervening plaintiff incorporates each and every allegation set forth in paragraphs 1 to 25 above as if fully set forth herein.

27. As a result of defendants' failure to make full payment promptly for the produce sold and delivered to MS-Grand, intervening plaintiff has lost the use of said money.

28. As a further result of defendants' failure to make full payment promptly for the produce sold and delivered to MS-Grand, intervening plaintiff has been required to pay attorney's fees and costs in order to bring this action to require defendants to comply with their statutory duties.

29. PACA and the invoices of intervening plaintiff entitle intervening plaintiff to recover prejudgment interest and attorney's fees incurred to collect any balance due from defendants.

WHEREFORE, intervening plaintiff requests judgment against each of the defendants, jointly and severally, for prejudgment interest, costs and attorneys fees, and for such other and further relief as the Court deems appropriate.

Dated: August 13, 2008.

McCARRON & DIESS

LAW OFFICES OF WILLIAM B. KOHN

By: s/ Mary Jean Fassett

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Attorneys for Intervening Plaintiff

EXHIBIT A

Page: 1

Date: 08/04/08 at 2:40 PM

JACK TUCHTEN WHOLESALE PRODUCE, INC
Age Analysis - Outstanding
for Customer = MSG
Aged as of 08/04/08

Invoice#	Order#	Ord Dte	Slsm	Inv Dte	Invoice Amt	Paid Amt	Adjust Amt	Balance	Paid Dte	Days
MSG	MS-GRAND BRIDGEVIEW INC.				708/398-6320	BRIDGEVIEW IL		Cr Limit: 1000		
131114	131114	06/01/08	TS	06/01/08	1576.00			1576.00		64 ###
131115	131115	06/01/08	TS	06/01/08	132.00			132.00		64 ###
131312	131312	06/02/08	ZI	06/02/08	436.00			436.00		63 ###
131684	131684	06/03/08	ZI	06/03/08	1815.00			1815.00		62 ###
132286	132286	06/04/08	P	06/05/08	990.00			990.00		60 ###
132491	132491	06/05/08	ZI	06/05/08	75.00			75.00		60 ###
133024	133024	06/06/08	ZI	06/06/08	2022.50			2022.50		59 ###
133331	133331	06/07/08	ZI	06/07/08	783.00			783.00		58 ###
133389	133389	06/07/08	ZI	06/07/08	870.00			870.00		58 ###
134183	134183	06/10/08	MC	06/10/08	722.50			722.50		55 ###
134199	134199	06/10/08	MC	06/10/08	640.00			640.00		55 ###
134215	134215	06/10/08	ZI	06/10/08	2172.00			2172.00		55 ###
135882	135882	06/14/08	ZI	06/14/08	2558.50			2558.50		51 ###
136131	136131	06/15/08	TS	06/15/08	1615.00			1615.00		50 ###
136140	136140	06/15/08	TS	06/15/08	1715.00			1715.00		50 ###
136417	136417	06/16/08	ZI	06/16/08	947.50			947.50		49 ###
136931	136931	06/17/08	ZI	06/17/08	434.00			434.00		48 ###
136988	136988	06/17/08	ZI	06/17/08	1848.00			1848.00		48 ###
138629	138629	06/21/08	ZI	06/21/08	1472.50			1472.50		44 ##
138844	138844	06/22/08	GH	06/22/08	690.00			690.00		43 ##
139031	139031	06/23/08	ZI	06/23/08	1210.50			1210.50		42 ##
139035	139035	06/23/08	ZI	06/23/08	120.00			120.00		42 ##
139433	139433	06/24/08	ZI	06/24/08	1909.50			1909.50		41 ##
140155	140155	06/26/08	GH	06/26/08	1330.00			1330.00		39 ##
141049	141049	06/28/08	ZI	06/28/08	330.00			330.00		37 ##
MS-GRAND BRIDGEVIEW INC. Totals:					28414.50			28414.50		
						Totals:	0.00	0.0 %	0 - 15	
							0.00	0.0 %	16 - 30	#
							7062.50	24.9 %	31 - 45	##
							21352.00	75.1 %	46 - Ovr	###
						Aged Total:	28414.50			
						Total Credits:	0.00			
						Grand Total:	28414.50			


JACK TUCHTEN
 WHOLESALE PRODUCE, INC.

Chicago International Produce Market

Salesmn: TS

Date: 06/01/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 131114

MS-GRAND BRIDGEVIEW

DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
216		STRAWBERRY, CLAMSHELL CA CAL-FRUIT	6.00	1296.00
56		ROMAINE HEARTS, 12/3 ADAM BROS	5.00	280.00

Page 1 of 1

Total

1576.00

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Interest at 1.5% per month added to unpaid balance. Interest and attorney's fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction under the PACA trust.

All claims of whatever nature must be made immediately upon receipt of goods. Purchaser must assume all risk.

**JACK TUCHTEN**

WHOLESALE PRODUCE, INC.

Chicago International Produce Market

Salesmn: TS

Date: 06/01/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 131115

MS-GRAND BRIDGEVIEW DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
8		APRICOT TRAY PACK, 64 Z&S	12.00	96.00
3		APRICOT TRAY PACK, 72 Z&S	12.00	36.00

Page 1 of 1

Total 132.00

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All claims of whatever nature must be made immediately upon receipt of goods. Purchaser must assume all risk.

**JACK TUCHTEN**

WHOLESALE PRODUCE, INC.

Chicago International Produce Market

Salesmn: ZI

Date: 06/02/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 131312

MS-GRAND BRIDGEVIEW

DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
7		D' ANJOU, RED 70 DOVEX	15.00	105.00
7		D'ANJOU, 70 DOVEX	28.00	196.00
10		KIWI, VOLUME FILL 39 DEL MONTE	13.50	135.00

Page 1 of 1

Total 436.00

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All claims of whatever nature must be made immediately upon receipt of goods. Purchaser must assume all risk.

**JACK TUCHTEN**

WHOLESALE PRODUCE, INC.

Chicago International Produce Market

Salesmn: ZI

Date: 06/03/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 131684

MS-GRAND BRIDGEVIEW DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
85		RED, GRAPE FLAME DEL-MONTE	15.00	1275.00
10		D'ANJOU, 70 DOVEX	28.00	280.00
20		CUCUMBER SEEDLESS, 12	13.00	260.00

7

Page 1 of 1

Total 1815.00

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Interest at 1.5% per month added to unpaid balance. Interest and attorney's fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction under the PACA trust.

All claims of whatever nature must be made immediately upon receipt of goods. Purchaser must assume all risk.



JACK TUCHTEN
 WHOLESALE PRODUCE, INC.
 Chicago International Produce Market

Salesmn: P

Date: 06/05/08

 2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
 PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 132286

MS-GRAND BRIDGEVIEW DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
6		CANTALOUPE, LARGE (BIN)	165.00	990.00

Page 1 of 1

Total 990.00

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All claims of whatever nature must be made immediately upon receipt of goods. Purchaser must assume all risk.

**JACK TUCHTEN**

WHOLESALE PRODUCE, INC.

Chicago International Produce Market

Salesmn: ZI

Date: 06/05/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 132491

MS-GRAND BRIDGEVIEW DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
5		D' ANJOU, RED 70 DOVEX	15.00	75.00

Page 1 of 1

Total 75.00

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All claims of whatever nature must be made immediately upon receipt of goods. Purchaser must assume all risk.

**JACK TUCHTEN**

WHOLESALE PRODUCE, INC.

Chicago International Produce Market

Salesmn: ZI

Date: 06/06/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 133024

MS-GRAND BRIDGEVIEW DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
20		BEAN, GREEN	17.50	350.00
35		ROMAINE, 24 FOXY	13.50	472.50
80		NECTARINE, VOLUME FILL 64 TOP SHELF	15.00	1200.00

Page 1 of 1

Total

2022.50

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All claims of whatever nature must be made immediately upon receipt of goods. Purchaser must assume all risk.

**JACK TUCHTEN**

WHOLESALE PRODUCE, INC.

Chicago International Produce Market

Salesmn: ZI

Date: 06/07/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 133331

MS-GRAND BRIDGEVIEW

DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
42		CANTALOUPE, 9 SIZE JUMBO BIG A	11.50	483.00
20		HONEYDEW, 6 SIZE DEL-MONTE	7.50	150.00
10		D' ANJOU, RED 70 DOVEX	15.00	150.00

Page 1 of 1

Total

783.00

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Interest at 1.5% per month added to unpaid balance. Interest and attorney's fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction under the PACA trust.

All claims of whatever nature must be made immediately upon receipt of goods. Purchaser must assume all risk.

**JACK TUCHTEN**

WHOLESALE PRODUCE, INC.

Chicago International Produce Market

Salesmn: ZI

Date: 06/07/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 133389

MS-GRAND-BRIDGEVIEW

DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
60		EGGPLANT, FANCY	14.50	870.00

Page 1 of 1

Total

870.00

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Interest at 1.5% per month added to unpaid balance. Interest and attorney's fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction under the PACA trust.

All claims of whatever nature must be made immediately upon receipt of goods. Purchaser must assume all risk.



JACK TUCHTEN
 WHOLESALE PRODUCE, INC.
 Chicago International Produce Market

Salesmn: MC

Date: 06/10/08

 2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
 PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 134183

MS-GRAND BRIDGEVIEW DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
85		BASKET FLOWERS, REGULAR	8.50	722.50

Page 1 of 1

Total 722.50

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All claims of whatever nature must be made immediately upon receipt of goods. Purchaser must assume all risk.

**JACK TUCHTEN**

WHOLESALE PRODUCE, INC.

Chicago International Produce Market

Salesmn: MC

Date: 06/10/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 134199

MS-GRAND BRIDGEVIEW DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
40		FLATS, ITALIAN BASIL (15/FLAT)	16.00	640.00

Page 1 of 1

Total

640.00

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All claims of whatever nature must be made immediately upon receipt of goods. Purchaser must assume all risk.



JACK TUCHTEN
 WHOLESALE PRODUCE, INC.
 Chicago International Produce Market

Salesmn: ZI

Date: 06/10/08

 2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
 PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 134215

MS-GRAND BRIDGEVIEW DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
96		GREEN, GRAPE PERLETTE OPPENHEIMR	12.00	1152.00
85		RED, GRAPE FLAME DEL-MONTE	12.00	1020.00

Page 1 of 1

Total 2172.00

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**JACK TUCHTEN**

WHOLESALE PRODUCE, INC.

Chicago International Produce Market

Salesmn: ZI

Date: 06/14/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 135882

MS-GRAND BRIDGEVIEW DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
10		D'ANJOU, 70 DOVEX	28.00	280.00
85		RED, GRAPE FLAME LUZ ELENA	12.00	1020.00
96		GREEN, GRAPE PERLETTE OPPENHEIME	11.00	1056.00
15		ROMAINE, 24 FOXY	13.50	202.50

Page 1 of 1

Total 2558.50

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**JACK TUCHTEN**

WHOLESALE PRODUCE, INC.

Chicago International Produce Market

Salesmn: TS

Date: 06/15/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 136131

MS-GRAND BRIDGEVIEW DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
34		RED, GRAPE FLAME LUZ ELENA	12.00	408.00
51		RED, GRAPE FLAME LUZ ELENA	12.00	612.00
64		STRAWBERRY, CLAMSHELL CA SEA BREEZE	7.50	480.00
10		CANTALOUPE, 9 SIZE NIKI	11.50	115.00

Page 1 of 1

Total

1615.00

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**JACK TUCHTEN**

WHOLESALE PRODUCE, INC.

Chicago International Produce Market

Salesmn: TS

Date: 06/15/08

2404 South Wolcott, Unit 31

PHONE: 312/226-4536

Chicago, Illinois 60608

FAX: 312/226-7796

Invoice: 136140

MS-GRAND BRIDGEVIEW

DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
216		STRAWBERRY, CLAMSHELL CA RED BLOSSO	5.00	1080.00
20		LETTUCE CELLO, 24 KINGSIZE	19.00	380.00
15		GRAPEFRUIT, STAR RUBY 36 RIVERSIDE	17.00	255.00

Page 1 of 1

Total

1715.00

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**JACK TUCHTEN**

WHOLESALE PRODUCE, INC.

Chicago International Produce Market

Salesmn: ZI

Date: 06/16/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 136417-A

MS-GRAND BRIDGEVIEW DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
5		ROMAINE, 24 FOXY	13.50	67.50
15		LIME 230 CHELY	8.00	120.00
15		GRAPEFRUIT, WHITE, 36 RIVERSIDE	17.00	255.00
10		ASPARAGUS, 28# STANDARD DOLE	41.00	410.00
4		CANTALOUPE, TUSCAN DULCINEA	7.50	30.00
10		WATERMELON, BABY DULCINEA	6.50	65.00

Page 1 of 1

Total

947.50

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**JACK TUCHTEN**

WHOLESALE PRODUCE, INC.

Chicago International Produce Market

Salesmn: ZI

Date: 06/17/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 136931

MS-GRAND BRIDGEVIEW

DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
70		HONEYDEW, 6 SIZE	6.00	420.00
		BURNAND		
1		MUSHROOM, BABY BELLA	14.00	14.00

Page 1 of 1

Total

434.00

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JACK TUCHTEN
 WHOLESALE PRODUCE, INC.
 Chicago International Produce Market

Salesmn: ZI

Date: 06/17/08

 2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
 PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 136988

MS-GRAND BRIDGEVIEW DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
88		CHERRY, BING 11.5 ROW FARMINGTON	21.00	1848.00

Page 1 of 1

Total 1848.00

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**JACK TUCHTEN**

WHOLESALE PRODUCE, INC.

Chicago International Produce Market

Salesmn: ZI

Date: 06/21/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608

PHONE: 312/226-4536

FAX: 312/226-7796

Invoice: 138629

MS-GRAND BRIDGEVIEW DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
10		LIME 230	8.00	80.00
		CHELY		
13		GALA, 110	37.50	487.50
50		RED, GRAPE FLAME	11.50	575.00
		DEL-MONTE		
10		CELERY, SLEEVED 24	18.00	180.00
		BLACK BOX		
10		EGGPLANT, FANCY	15.00	150.00
		WISNATZKI		

Page 1 of 1

Total 1472.50

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JACK TUCHTEN
 WHOLESAL PRODUCE, INC.
 Chicago International Produce Market

Salesmn: GH

Date: 06/22/08

 2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
 PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 138844

MS-GRAND-BRIDGEVIEW DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
20		LEMON, 235CT PREMIER	21.00	420.00
20		BLACK, PLUM 70 Z&S	13.50	270.00

Page 1 of 1

Total 690.00

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**JACK TUCHTEN**

WHOLESALE PRODUCE, INC.

Chicago International Produce Market

Salesmn: ZI

Date: 06/23/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 139031

MS-GRAND BRIDGEVIEW

DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
25		PLUOT 50	19.00	475.00
		CALIFORNIA		
5		LEMON, 95	40.00	200.00
		PREMIER		
15		PINEAPPLE 6	12.00	180.00
		CHIQUITA		
20		LIME 230	8.00	160.00
		CHELY		
1		DILL, 24 BUNCH	18.00	18.00
5		ONION GREEN, JUMBO	10.50	52.50
		OMO		
5		POTATO WHITE, A	25.00	125.00

Page 1 of 1

Total 1210.50

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JACK TUCHTEN

WHOLESALE PRODUCE, INC.

Chicago International Produce Market

Salesmn: ZI

Date: 06/23/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 139035

MS-GRAND BRIDGEVIEW DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
5		TOMATO GRAPE, 12/1 PINT DEWITT	24.00	120.00

Jack Tuchten

Page 1 of 1

Total

120.00

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**JACK TUCHTEN**

WHOLESALE PRODUCE, INC.

Chicago International Produce Market

Salesmn: ZI

Date: 06/24/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 139433

MS-GRAND BRIDGEVIEW

DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
4		RED LEAF TOPLESS	12.50	50.00
1		ESCAROLE WESTERN EX	15.00	15.00
2		ENDIVE TOPLESS	15.00	30.00
2		ANISE BONIPAK	17.50	35.00
5		CARROTS, CELLO CALIFORNIA	17.50	87.50
10		CAULIFLOWER, 9 FOXY	13.00	130.00
20		ZUCCHINI, FANCY PACIFIC CO	12.00	240.00
15		EGGPLANT, FANCY DEWITT	15.00	225.00
20		LEMON, 235CT PREMIER	21.00	420.00
5		PACKHAM, 70	29.00	145.00
56		CANTALOUPE, 12 SIZE AMARAL	9.50	532.00

Page 1 of 1

Total 1909.50

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**JACK TUCHTEN**

WHOLESALE PRODUCE, INC.

Chicago International Produce Market

Salesmn: GH

Date: 06/26/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 140155

MS-GRAND BRIDGEVIEW

DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
15		LETTUCE CELLO, 24 GREENGIANT	14.00	210.00
10		ORANGE FL, VALENCIA 125 RIVER PRID	16.00	160.00
80		PEACH, VOLUME FILL 72 Z&S	12.00	960.00

Page 1 of 1

Total 1330.00

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**JACK TUCHTEN**

WHOLESALE PRODUCE, INC.

Chicago International Produce Market

Salesmn: ZI

Date: 06/28/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608
PHONE: 312/226-4536 FAX: 312/226-7796

Invoice: 141049-A

MS-GRAND BRIDGEVIEW DBA MELROSE FRESH MARKET 10280 S.

Quantity	UM	Description	Price	Amount
5		CELERY, SLEEVED 30	22.00	110.00
		DOLE		
20		PINEAPPLE 8	11.00	220.00
		CHIQUITA		

Page 1 of 1

Total 330.00

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UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ANTHONY MARANO COMPANY

Plaintiff

v.

MS-GRAND BRIDGEVIEW, INC.,
an Illinois corporation, d/b/a
MELROSE FRESH MARKET,
PETER LIMPERIS, and MAKIS LIMPERIS

Defendants

Case No. 08CV4244
Judge Zagel
Magistrate Judge Brown

JACK TUCHTEN WHOLESALE PRODUCE, INC.

Intervening Plaintiff

v.

MS-GRAND BRIDGEVIEW, INC.,
an Illinois corporation, d/b/a
MELROSE FRESH MARKET,
PETER LIMPERIS, and MAKIS LIMPERIS

Defendants.

ORDER

UPON CONSIDERATION of the Motion for Leave to Intervene as Plaintiff filed by Jack Tuchten Wholesale Produce, Inc. and the proposed Complaint In Intervention, and any opposition thereto, it is by the Court, this _____ day of _____, 2008,

ORDERED, that the Motion for Leave to Intervene as Plaintiff be, and is hereby, granted; and it is further,

ORDERED, that Jack Tuchten Wholesale Produce, Inc. is granted leave to file its Complaint in Intervention in this action.

Judge, United States District Court